

PENNY HARDAWAY BASKETBALL CAMPS WAIVER OF LIABILITY

In the event of an accident or serious injury or illness, I hereby authorize The Penny Hardaway Basketball Camp, The University of Memphis and its trustees, officers, employees, agents, and volunteers in official and individual capacities ("Releasees") to obtain medical treatment for Participant. I further agree to accept full responsibility for any and all expenses, including but not limited to medical expenses, that result from, arise out of, or are related to any injuries to my Child that may occur during his/her participation in the Program, Participant's travel to or from the Program, or Participant's presence on premises owned, leased, or operated by Releasees, INCLUDING BUT NOT LIMITED TO INJURIES SUSTAINED AS A RESULT OF THE NEGLIGENCE OF RELEASEES.

As Participant's parent, legal guardian or temporary custodian, I understand and acknowledge that my failure to disclose relevant information may result in harm to Participant and/or others during this Program. By signing my name I represent and warrant that I have provided all material information to The Penny Hardaway Basketball Camp pertaining to the medical condition(s) identified above and that it is accurate and complete. I agree to notify The Penny Hardaway Basketball Camp in writing of any changes in the medical condition of the Participant prior to the start of the Program.

I understand that my disclosure of the medical information above will not be used by The Penny Hardaway Basketball Camp to determine Participant's ability or fitness to participate safely in the Program. I understand that, if Participant participates in the Program, he/she does so voluntarily and of his/her own accord and the final decision regarding participation is solely the responsibility of Participant, me, and/or his/her physician(s).

[NOTE: Camp staff, including medical staff, will not administer prescription medicine. This is the responsibility of the camper. Individuals unable to fulfill these obligations should not attend camp. As stated above, this information will not be used to evaluate ability or fitness to attend camp. Rather, it only will be accessed in an emergent situation. Any decisions on ability or fitness to participate in camps should be made by the camper's parents or legal guardians in consultation with the camper's physician.]

RELEASE, HOLD HARMLESS, INDEMNIFICATION AGREEMENT

I am the parent, legal guardian or temporary custodian of the Participant named above ("Participant"), who is under eighteen (18) years of age. I am fully competent to sign this Release, Hold Harmless, and Indemnification Agreement ("Agreement"). In consideration for Participant being allowed to participate in the Program identified above ("Program"), the receipt and sufficiency of which I hereby acknowledge, I agree as follows:

I acknowledge, understand, and accept that as part of Participant's participation in the Program there are dangers, hazards, and inherent risks to which Participant may be exposed, including but not limited to the risks of serious physical injury, temporary or permanent disability, death, and economic and property loss. I know of no reason why Participant should not participate in the Program.

I, individually, and on behalf of Participant and our respective heirs, successors, assigns, and personal representatives, hereby forever release, acquit, discharge, covenant not to sue, and agree to indemnify and hold harmless for any and all purposes The Penny Hardaway Basketball Camp, The University of Memphis and its trustees, officers, employees, agents, and volunteers in official and individual capacities ("Releasees") from any and all liability whatsoever for any and all damages, losses, or injuries (including but not limited to death) to persons or property or both, including but not limited to any and all claims, demands, actions, cause of actions, damages, losses, injuries, costs, expenses, and attorney's fees, that result from, arise out of, or are related to:

Participant's participation in the Program, Participant's travel to or from the Program, or Participant's presence on premises owned, leased, or operated by Releasees, INCLUDING BUT NOT LIMITED TO DAMAGES, LOSSES, OR INJURIES SUSTAINED AS A RESULT OF THE NEGLIGENCE OF RELEASEES;

the administration of prescription or over-the-counter medication to Participant, and/or the failure to administer prescription or over-the-counter medication to Participant, INCLUDING BUT NOT LIMITED TO DAMAGES, LOSSES, OR INJURIES SUSTAINED AS A RESULT OF THE NEGLIGENCE OF RELEASEES; or medical treatment of Participant, any decision whether to seek medical treatment for Participant, and/or traveling to or from a medical care facility, INCLUDING BUT NOT LIMITED TO DAMAGES, LOSSES, OR INJURIES SUSTAINED AS A RESULT OF THE NEGLIGENCE OF RELEASEES, even if a Releasee has signed medical documentation promising to pay for the treatment due to my inability to sign the documentation. I, individually, and on behalf of Participant and our respective heirs, successors, assigns, and personal representatives, hereby agree to indemnify and hold harmless the Releasees for any and all damages, losses, or injuries (including but not limited to death) to persons or property or both, including but not limited to any and all claims, demands, actions, cause of actions, damages, losses, injuries, costs, expenses, and attorney's fees, that result from, arise out of, or are related to Participant's negligent or intentional act(s) or omission(s) during Participant's participation in the Program, Participant's travel to or from the Program, or Participant's presence on premises owned, leased, or operated by Releasees.

I agree that this Agreement shall be governed by the laws of the State of Tennessee. I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Tennessee, and if any provision of this Agreement is held invalid, I agree that the remaining provisions shall, notwithstanding, continue in full legal force and effect.

In signing this Agreement, I acknowledge and represent that I have read and understand it and sign it voluntarily, and no oral representations, statements, or inducements apart from the foregoing Agreement that has been reduced to writing have been made.

Photo and Video Release

I understand that The Penny Hardaway Basketball Camp may take photographs or video images of camp activities which may include the participant.

I hereby give The Penny Hardaway Camp, its employees, licensees, and agents, the absolute and irrevocable right and permission with respect to photographs or video images taken of the participant or in which the participant may be included with others to:

Copyright the photograph/video/audio footage in The Penny Hardaway Basketball Camp's name or camp photographer/videographer's ; and use, re-use, publish and republish the same in whole or in part, individually or in conjunctions with other photographs/footage, in any medium, including broadcast over the internet, for the instructional and promotional use of The Penny Hardaway Basketball Camp.

I hereby release and discharge The Penny Hardaway Basketball Camp, its employees, licensees and agents from any and all claims and demands arising out of or in connection with the use of the photograph or video footage, including all claims for the invasion of privacy and appropriation.

This authorization and release shall also ensure to the benefit of the legal representatives, licensees, and assigns of The Penny Hardaway Basketball Camp.

Behavior and Discipline

Participants enrolled in the camp are expected to follow the rules established by The Penny Hardaway Basketball Camp for the purpose of safety and smooth operation of the camp. If a discipline problem occurs, the parents/guardians will be contacted by the staff. The Penny Hardaway Basketball Camp reserves the right to end a participant's participation in a camp when the participant's behavior affects the safety or wellbeing of the camp staff or other camp participants.